APPENDIX D TO DIR CONTRACT NO. DIR-SDD-2505
SOFTWARE LICENSE AGREEMENT

This Appendix D to DIR Contract No. DIR-SDD-2505, Software License Agreement ("Agreement"), is between Column Technologies, Inc. (Column) and Customer.

1.   DEFINITIONS   "Licensed Capacity" is the amount of each Product licensed as established by Column in response to a Customer Request for Quotation and as ordered on the Customer purchase order which identifies the Products to be licensed, subject to the terms of DIR Contract No. DIR-SDD-2505 and this License Agreement. "Product" is either (1) software and any updates for the software and/or (2) an application or plug-in (and any updates thereto) that are included in the Column Case Management Solution. Under no circumstance shall Column issue, grant, pass or cause any sublicense to become effective under the terms of DIR Contract No. DIR-SDD-2505 or this Agreement.

2.   LICENSE Subject to the terms of DIR Contract No. DIR-SDD-2505 and this License Agreement, Column grants Customer a non-exclusive, non-transferable, perpetual license, as specified in the relevant Order, to exercise the following rights to the Product up to the Licensed Capacity: (a) install of the Product on any one of Customer's owned or leased hardware; (b) operate solely for processing data in Customer's business operations, and (c) 9.   To the extent allowable under required retention laws and policies, make one copy of the Product for archival purposes only (collectively a "License"). If the Product design permits modification, then Customer may only use such modifications or new software programs for its internal purposes and otherwise consistent with the License. Affiliates may use and access the Products and Support under the terms of DIR Contract No. DIR-SDD-2505 and this Agreement.

3.   RESTRICTIONS. Customer will not: (a) copy, operate or use any Product in excess of the applicable Licensed Capacity; (b) modify, delete or remove any ownership, title, trademark, patent or copyright notices ("Identification") from any Product; (c) to the extent allowable under required retention laws and policies, copy any Product or any portion of any Product without reproducing all Identification on each copy or partial copy; (d) disassemble, reverse engineer, decompile or otherwise attempt to derive any Product source code from object code, except to the extent expressly permitted by applicable law despite this limitation without possibility of contractual waiver; (e) distribute, rent, lease, sublicense or provide the Product to any third party or use it in a service bureau, outsourcing environment, or for the processing of third party data; (f) provide a third party with the results of any functional evaluation, or performance tests, without Column's prior written approval; (g) attempt to disable or circumvent any of the licensing mechanisms within the Product; or (h) violate any other usage restrictions contained in the Documentation.

4.   PRODUCT PERFORMANCE WARRANTY. Column warrants that (a) the Product will perform in accordance with its Documentation, (b) Column has used efforts consistent with industry standards to scan for and remove software viruses, and (c) other than passwords that may be required for the operation of the Product, Column has not inserted any code that is not addressed in the Documentation and that is designed to delete, interfere with or disable the normal operation the Products in accordance with the License. This warranty will not apply to any problems caused by hardware, software other than the Product, or misuse of the Product use of the Product other than as provided by the applicable License, modification of the Product, or claims made either outside the warranty period or not in compliance with the notice and access requirements set forth below.

5.   LIMITED REMEDIES. Both Column's entire liability, and Customer's remedy, for breach of the above warranty is defined as: Column's use of reasonable efforts to have the Product perform in accordance with its Documentation, or replacement of the non-conforming Product in an expeditious manner so as to minimize any resulting negative business impact to Customer, or if Column cannot have the Product perform in accordance with its Documentation replace the Product within such time period, then Column will refund the amount paid by Customer for the License for that Product. Customer's rights and Column's obligations in this section are conditioned upon Customer's providing Column during the warranty period (a) full cooperation and access to the Product in resolving any claim; and (b) written notice addressed to the Column Legal Department that includes notice of the claim, a complete description of the alleged defects sufficient to permit their reproduction in Column's development or support environment, and a specific reference to the Documentation to which such alleged defects are contrary.

6.   WARRANTIES.
DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE PRODUCT IS PROVIDED WITH NO OTHER WARRANTIES WHATSOEVER, AND COLUMN, ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COLUMN DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS CAN BE CORRECTED.

7.   PAYMENTS AND DELIVERY. Payments will be handled in accordance with Appendix A, Section 7.C of DIR Contract No. DIR-SDD-2505. The Products are accepted on the date Column delivers the Product to the Customer either physically or by providing access codes for electronic download, whichever occurs first, however, such acceptance will not affect the Product Performance Warranty provided in this Agreement.

8.   PROPRIETARY RIGHTS AND CONFIDENTIALITY. (a) Column, its Affiliates or licensors retain all right, title and interest to the Product, Support and all related intellectual property and proprietary rights. The Product and all third party software provided with the Product are protected by applicable copyright, trade secret, industrial and other intellectual property laws. Customer may not remove any product identification, copyright, trademark or other notice from the Product. Column reserves any rights not expressly granted to Customer in this Agreement. (b) To the extent allowed under the Texas Public Information Act, "Confidential Information" means all proprietary or confidential information that is disclosed to the recipient ("Recipient") by the discloser ("Discloser"), and includes, among other things (i) any and all information relating Discloser financial information, customers, employees, products or services, including, without limitation, software code, flow charts, techniques, specifications, development and marketing plans, strategies, forecasts, and proposal related documents and responses; (ii) as to Column, and its licensors, the Product and any third party software provided with the Product; and (iii) the terms of DIR Contract No. DIR-SDD-2505 and this Agreement, including without limitation, Product pricing information. Confidential Information does not include information that Recipient can show: (a) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (d) is independently developed by or for Recipient. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement. The Recipient (i) will exercise the same degree of care and protection with respect to the Confidential Information of the Discloser that it exercises with respect to its own Confidential Information and (ii) will not, either directly or indirectly, disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of the Discloser. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to Recipient's employees and agents who have the need to know provided that such employees and agents have legal obligations of confidentiality substantially the same (and in no case less protective) as the provisions of this Agreement. (c) Notification Obligation. If the Recipient becomes aware of any unauthorized use or disclosure of Discloser's Confidential Information, then Recipient will promptly and fully notify the Discloser of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Recipient or any of its employees or agents are required (by oral questions, interrogatories, requests for information, or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of Discloser's Confidential Information, the Recipient will not disclose the Discloser's Confidential Information without providing the Discloser with commercially reasonable advance prior written notice to allow Discloser to seek a protective order or other appropriate remedy or to waive compliance with this provision. In any event, the Recipient will exercise its commercially reasonable efforts to preserve the confidentiality of the Discloser's Confidential Information, including, without limitation, cooperating with Discloser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

9.   DISCLAIMER OF DAMAGES. EXCEPT FOR VIOLATIONS OF LICENSE (SECTION 2), LICENSE RESTRICTIONS (SECTION 3), PROPRIETARY RIGHTS AND CONFIDENTIALITY (SECTION 8) AND FOR INFRINGEMENT CLAIMS (SECTION 11), NEITHER PARTY, ITS AFFILIATES OR COLUMN'S LICENSORS ARE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT, SUPPORT, THE PRODUCT OR ANY THIRD PARTY CODE OR SOFTWARE PROVIDED WITH THE PRODUCT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE TIME, AND DAMAGE TO, OR LOSS OF USE OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF NEGLIGENCE OF A PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW , OR (B) DAMAGES OF ANY KIND IN AN AMOUNT GREATER THAN THE AMOUNT OF ACTUAL, DIRECT DAMAGES UP TO THE CAP. THE TERM "CAP" MEANS (I) IF Column IS THE PAYOR, THE AMOUNT PAID BY CUSTOMER FOR THE LICENSE TO THE PRODUCT GIVING RISE TO SUCH DAMAGES AND (II) IF CUSTOMER IS THE PAYOR, THE GREATER OF THE AMOUNT PAID OR PAYABLE, BY CUSTOMER FOR THE LICENSE TO THE PRODUCT GIVING RISE TO SUCH DAMAGES.

10. TRIAL LICENSE. Column may determine, in its sole discretion, to make products available to Customer without an Order and without charge Such products are deemed to be "Products" pursuant to this Agreement except that (a) they are provided to Customer solely so that Customer may evaluate internally whether to acquire a license to the products for a

fee, (b) the license term for such products is thirty (30) days; (c) the Products are provided "AS IS" and without any warranty or support, and (d) the products cannot be put into productive use or included as part of Customer's business processes in any manner, unless or until they are expressly licensed and paid for under an Order. Column may terminate all of Customer's rights and licenses to these products for Column's convenience upon notice to Customer.

11.   INFRINGEMENT CLAIMS shall be handled in accordance with Appendix A, Sections 9.A and 9.K of DIR Contract No. DIR-SDD-2505. If a third party asserts a claim against Customer asserting that Customer's use of a Product in accordance with this Agreement violates that third-party's patent, trade secret or copyright ("Infringement Claim"), then Column will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer, but only if: Customer promptly notifies Column of any Infringement Claim, Column retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Customer provides all reasonable assistance requested by Column. Column's obligations above will not apply if the Infringement Claim is based on (i) the use of Product in combination with products not supplied or approved by Column in writing or in the Product's user manuals, or (ii) the failure of Customer to use any updates to such Product within a reasonable time after such updates are made available to Customer. If Column believes a Product may violate a right, then Column will, at its expense: (a) modify the Product, or (b) procure the right to continue using the Product, and if (a) or (b) are not commercially reasonable, terminate Customer's right to use the Product and (1) for any perpetual licenses, issue a refund based upon the applicable license fees paid, prorated over 48 months from the date of the Order under which the Products are initially licensed; and (2) for any non-perpetual licenses, release Customer from its obligation to make future payments for the Product or issue a pro rata refund for any fees paid in advance.

12.   TERMINATION shall be handled in accordance with Appendix A, Section 10.B of DIR Contract No. DIR-SDD-2505. Upon any termination of a License, Customer will immediately uninstall and stop using the relevant Product, and upon Column's request, Customer will immediately return such Product to Column, together with all related Documentation and copies, or certify its destruction in writing.

13.   EXPORT CONTROLS. By using the Technology (as this term is defined below), Customer acknowledges that it is responsible for complying with the applicable laws and regulations of the United States and all other relevant countries relating to exports and reexports. Customer agrees that it will not download, access, license or otherwise export or re-export, directly or indirectly, any software code (delivered as a Column Product, through support/maintenance, or through other services), any technical publications relating to the software code, such as release notes, reference, user, installation, systems administrator and technical guidelines, or services (collectively, "Technology") in violation of any such laws and regulations, including regulations prohibiting export to certain restricted countries ("Restricted Countries"), or without any written governmental authorization required by such applicable laws. The list of Restricted Countries can and does change from time to time. It currently includes Cuba, Iran, North Korea, Sudan and Syria. In particular, but without limitation, the Technology may not be downloaded, licensed, transferred or otherwise exported or re-exported, directly or indirectly, including via remote access (a) into a Restricted Country or to a national or resident of a Restricted Country; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or Other Blocked Persons, the U.S. Commerce Department's Denied Parties List, Entity List, or Unverified List; or (c) to or for any proliferation-related (nuclear weapons, missile technology, or chemical/biological weapons) end use. By downloading, licensing and/or using the Technology, Customer represents and warrants that (w) it is not located in, under the control of, acting on behalf of, or a national or resident of any Restricted Country; (x) Customer is not on any list in (b) above; (y) Customer is not involved in any end use listed in (c) above; and (z) no U.S. federal agency has suspended, revoked, or denied its export privileges.

14.   AUDIT. To the extent that it is in accordance with DIR Contract No. DIR-SDD-2505, if requested by Column not more than once a year, Customer agrees to deliver to Column periodic product usage reports generated from specific products (when available) or reports, if generated electronically, specifying Customer's use of the Product. Additionally, if requested by Column not more than once a year, Customer agrees to allow Column to perform an audit at Customer's facilities during normal business hours to ensure compliance with the terms of this Agreement. Customer agrees to cooperate during any such audit and to provide reasonable access to its information and systems to the extent that it is in accordance with Customer security requirements. If an audit reveals that Customer has exceeded the Licensed Capacity for a Product, Customer agrees to pay the applicable fees for additional capacity only during the period that any additional capacity was used.

15.   GOVERNING LAW. This Agreement shall be constructed under, governed by and interpreted in accordance with the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

16.   ARBITRATION. Any dispute between Customer and Column shall be handled in accordance with Appendix A, Section 10.A of DIR Contract No. DIR-SDD-2505.

17.   MISCELLANEOUS TERMS. Force Majure shall be handled in accordance with Appendix A, Section 10.C of DIR Contract DIR-SDD-2505.

18.   ASSIGNMENT AND TRANSFERS. Assignments and Transfers shall be handled in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-SDD-2505.

19.   COLUMN ENTITIES. The following licensing entities apply to this Agreement: In the United States and Canada, Column Technologies, Inc.1400 Opus Place Suite 110 Downers Grove, IL 60515-5705; EMEA (Europe, Middle East and Africa) Column Technologies (UK) Limited. 99 Waterloo Road, Suite 204, London SE1 8XP, United Kingdom (Southeast Asia), Korea, Hong Kong, Taiwan, China, Japan Column Software Technologies Private Limited 107-108, Corporate Plaza, 106A, Senapati Bapat Road, Pune 411016; Australia, New Zealand (Pacific) Column Technologies Australia, Pvt Ltd Level 32 101 Miller Street, North Sydney NSW.

20.   SUPPORT. Customer may acquire Column support services ("Support") on an Order in accordance with Appendix E, Support Services Agreement of DIR Contract No. DIR-SDD-2505.

Each party hereto warrants and represents that a duly authorized representative of such party has executed this Agreement and this Agreement constitutes a legal valid and binding obligation of such party.

Column Technologies, Inc. ("Column")   _____ ("Customer")

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title::_____

Date:_____   Date:_____

In the event of a conflict in Terms between this Agreement and DIR Contract No. DIR-SDD-2505, the Terms of DIR Contract No. DIR-SDD-2505 will take precedence.